



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 06, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

PROCLAMATION

1. Mayor Dwain Hahs presents a Proclamation in recognition of April as Child Abuse Prevention Month to Alix Gasser, Executive Director of Southeast Missouri Network Against Sexual Violence (SEMO-NASV).

ADOPTION OF AGENDA

2. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of March 16, 2026.

FINANCIAL AFFAIRS

4. Motion approving the list of bills paid for the previous month.

ACTION ITEMS

Power, Light, and Water Committee

5. Motion approving the Mayor's appointment of Crystal Roark to the Community Outreach Board, filling an unexpired term ending in May 2028.
6. Motion accepting the proposal of Cypress Engine Accessories, of Cypress, Texas, in the amount of \$154,107.54, relative to providing services under the Macon Engine Parts Harvesting Services Project.
7. Bill proposing an Ordinance authorizing a contractual agreement with Cypress Engine Accessories, relative to providing services under the Macon Engine Parts Harvesting Services Project.
8. Bill proposing an Ordinance authorizing the City of Jackson Building and Planning Manager to execute Encroachment Agreements, relative to the placement of private improvements within public utility easements.

Street, Sewer, and Cemetery Committee

- [9.](#) Motion approving Change Order No. 3 to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$18,913.20, relative to the Roundabout Project at North High Street and Deerwood Drive.
- [10.](#) Motion accepting the bid of Metro-Ag Waste Injection Systems, Inc., of Saint Rose, Illinois, in the amount of 7.7 cents per gallon, relative to the 2026 Biosolids Disposal Program.
- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Metro-Ag Waste Injection Systems, Inc., relative to the 2026 Biosolids Disposal Program.
- [12.](#) Bill proposing an Ordinance approving an Annexation Agreement with Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust, relative to the voluntary annexation and zoning of 1.39 acres of property addressed as 2757 Bainbridge Road.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

13. Report by Mayor
14. Reports by Board Members
15. Report by City Attorney
16. Report by City Administrator

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(12), Revised Statutes of Missouri, as amended, relative to contracts; and Section 610.021(2), relative to leasing, purchase, or sale of real estate.

ADJOURN

Posted on 4/3/2026 at 4:00 PM.



**Office of the Mayor
City of Jackson, Missouri**

Proclamation

- WHEREAS:** Child well-being is a shared responsibility; and
- WHEREAS:** Missouri supports the Strengthening Families Protective Factors that reduce child maltreatment through encouraging Knowledge of Parenting and Child Development, Parental Resilience, Social Connections, Concrete Supports for Parents, Social and Emotional Competence of Children, and Nurturing and Attachment; and
- WHEREAS:** A child's early experience of being nurtured and developing a bond with a consistent, caring adult affects all aspects of behavior and development and is associated later in life with better academic grades, healthier choices, better health, positive peer interactions, and an increased ability to cope with stress; and
- WHEREAS:** Missouri recognizes the responsibility of every adult to protect children from all forms of child abuse, including child sexual abuse, and recognizes the importance for all adults, youth-serving organizations, schools and communities to form protective barriers around children; and
- WHEREAS:** Effective child abuse prevention programs are essential and succeed because of community partnerships created among citizens, social service agencies, schools, businesses, health facilities, law enforcement agencies, faith-based organizations, civic organizations and other child serving agencies; and
- WHEREAS:** Go Blue Day is Friday, April 10, 2026. Everyone is encouraged to wear blue to build awareness about the importance of **Strong Families, Safe Kids** and the prevention of child abuse and neglect; inspire change by focusing on community activities and public policies that prioritize prevention; and promote the social and emotional well-being of children and families in safe, stable, nurturing environments.

NOW, THEREFORE, I, Dwain L. Hahs, Mayor of the City of Jackson, do hereby proclaim, in the City of Jackson, the month of April 2026:

CHILD ABUSE PREVENTION MONTH

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Jackson, Missouri, this sixth day of April, 2026.



Mayor Dwain L. Hahs



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 16, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Shana Williams, Mike Seabaugh, Eric Fraley, Katy Liley, David Reiminger, Mark Unger, and Wanda Young. Present-8; Absent-0

The meeting is opened by Mayor Dwain L. Hahs with the Pledge of Allegiance and a Moment of Silent Prayer.

Mayor Dwain L. Hahs to recognize)
Guests and Visitors)

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors.

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the)
March 2, 2026, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, March 2, 2026. Ayes-8; Nys-0; Absent-0.

Public Hearing to Consider a Text)
Amendment to Chapter 65 (Zoning) of)
The Code of Ordinances relative to the)
Transfer of Special Use Permits, as)
Submitted by the City of Jackson,)
Missouri)

Now comes forth a Public Hearing to consider a Text Amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to the transfer of Special Use Permits, as submitted by the City of Jackson, Missouri.

Now comes forth Building and Planning Manager Larry Miller to present, to the Board and public, the reason for the proposed amendment.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

No one speaks at the public hearing.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the City Collector's)
Electric, Water & Sewer, Taxes &)
Licenses, and Refuse Report for)
February, 2026)

Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for February, 2026. Ayes-8; Nays-0; Absent-0.

CITY COLLECTOR'S REPORT FOR FEBRUARY 2026

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,398,659.50	289,231.03	238,375.58	70,405.80	-	1,996,671.91
Penalties	6,668.80	1,938.19	1,359.73	400.09	-	10,366.81
Sales Tax	39,141.06	8,693.15	-	-	-	47,834.21
Disconnect Fees	-	-	-	-	-	-
Returned Transaction Fees	330.00	-	-	-	-	330.00
Customer Relocation Fees	-	-	-	-	125.00	125.00
Trash Stickers	-	-	-	1,934.00	-	1,934.00
UTILITY COLLECTIONS	1,444,799.36	299,862.37	239,735.31	72,739.89	125.00	2,057,261.93
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,444,799.36	299,862.37	239,735.31	72,739.89	125.00	2,057,261.93
Business/Contractor Licenses	-	-	-	-	1,062.50	1,062.50
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	1,062.50	1,062.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	2,599.67
Cash in bank	-	-	-	-	-	2,060,924.10
Missouri Sales Tax payment	(39,141.06)	(8,693.15)	-	-	-	(47,834.21)
TO CITY TREASURER					\$	2,013,089.89

Respectfully Submitted,



City Collector



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Monday, March 16, 2026 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES



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MINUTES

Motion to Approve the February, 2026)
 City Clerk's and Treasurer's Reports)

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Clerk's and Treasurer's Reports for February, 2026. Ayes-8; Nays-0; Absent-0.

CITY TREASURER'S REPORT FOR FEBRUARY 2026

FUND	FUND BALANCES			TRANSFER		FUND BALANCES		CASH BALANCE
	02-01-2026	RECEIPTS	OF FUNDS	DISBURSEMENTS	02-28-2026	INVESTMENTS	02-28-2026	
ELECTRIC FUNDS								
Operation & Maintenance	-	1,446,106.40	437,658.88	1,883,765.28	-	-	-	-
Electric Surplus Fund	2,698,520.89	6,696.26	(461,857.07)	19,795.10	2,223,564.98	6,000.00	2,217,564.98	
Electric Capital Projects Fund	4,698,957.70	-	-	-	4,698,957.70	3,905,000.00	793,957.70	
WATER & SEWER FUNDS								
Water Operation & Maint.	-	300,547.52	(204,864.74)	95,682.78	-	-	-	-
Water Revenue Bond Fund	228,174.09	-	153,278.14	-	381,452.23	-	381,452.23	
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-	
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-	
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-	
Water & Sewer Surplus Fund	14,056,598.78	84,804.70	31,777.21	56,008.40	14,117,172.29	11,608,000.00	2,509,172.29	
Water Replacement Fund	844,292.58	-	38,610.92	-	882,903.50	765,000.00	117,903.50	
Water Capital Projects	399,638.00	-	-	6,320.00	393,318.00	-	393,318.00	
Wastewater Operation & Maint.	-	240,874.78	(175,817.17)	65,057.61	-	-	-	-
Wastewater Replacement Fund	1,072,308.62	-	-	-	1,072,308.62	761,000.00	311,308.62	
Wastewater Capital Projects	106,646.81	-	-	-	106,646.81	-	106,646.81	
Wastewater Revenue Bond Fund	156,309.93	-	133,629.67	-	289,939.60	-	289,939.60	
W & S Construction Fund	2,224,366.39	-	-	7,242.50	2,217,123.89	1,950,000.00	267,123.89	
General Revenue Fund	1,000,546.98	729,910.92	(97,124.76)	898,785.75	734,547.39	337,765.95	396,781.44	
Landfill Fund	809,878.27	84,796.53	(5,983.66)	68,462.55	820,228.59	610,000.00	210,228.59	
Cemetery Fund	1,135,919.25	33,687.45	(5,308.16)	17,884.10	1,146,414.44	652,000.00	494,414.44	
City Park Fund	113,155.06	43,023.71	(6,619.65)	46,491.20	103,067.92	-	103,067.92	
Public Park Foundation Fund	130,380.30	6,000.00	-	4,500.00	131,880.30	95,000.00	36,880.30	
Recreational Development Fund	328,820.37	39,380.00	-	9,359.08	358,841.29	-	358,841.29	
Band Fund	-	25,137.45	(3,691.00)	21,567.96	(121.51)	-	(121.51)	
ARPA Fund	240,263.55	-	-	65,968.30	174,295.25	170,000.00	4,295.25	
Road Use Tax Fund	1,036,741.03	78,693.32	-	-	1,115,434.35	832,038.18	283,396.17	
Stormwater Maintenance Fund	331,697.33	690.00	-	-	332,387.33	209,000.00	123,387.33	
Trust and Agency Fund	945,211.71	64,275.00	13,430.00	12,411.89	1,010,504.82	782,740.60	227,764.22	
Health Insurance Fund	738,841.08	41,314.75	153,721.75	169,766.87	764,110.71	545,000.00	219,110.71	
Inmate Security Fund	18,577.12	62.00	-	-	18,639.12	-	18,639.12	
Equitable Sharing Fund	3,617.07	12,407.85	-	-	16,024.92	-	16,024.92	
Transportation Sales Tax Fund	1,055,293.70	133,944.29	-	10,003.00	1,179,234.99	725,455.27	453,779.72	
Transportation Capital Projects Fund	2,210,114.92	-	-	9,735.49	2,200,379.43	-	2,200,379.43	
Sales Tax Fund	1,744,237.20	564,207.28	-	16,848.37	2,291,596.11	1,481,325.64	810,270.47	
Recreation Sales Tax Fund	173,706.87	81,278.43	(840.36)	30,922.28	223,222.66	50,000.00	173,222.66	
Public Safety Sales Tax Fund	125,024.31	132,749.85	-	-	257,774.16	-	257,774.16	
Fire Protection Sales Tax Fund	65,353.05	66,381.94	-	-	131,734.99	-	131,734.99	
Capital Projects Construction Fund	778,356.97	7,148.56	-	-	785,505.53	540,000.00	245,505.53	
Economic Dev. Reserve Fund	1,016,433.47	-	20,106.12	529.54	1,036,010.05	850,000.00	186,010.05	
CDBG Grant Fund	20,106.12	-	(20,106.12)	-	0.00	-	0.00	
I-55 Corridor Special Alloc. Fund	3,372.59	1,381.12	-	-	4,753.71	-	4,753.71	
TOTALS	40,621,462.11	4,225,500.11	0.00	3,517,108.05	41,329,854.17	26,985,325.64	14,344,528.53	

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	12,313,938.72
Collectors Account	2,013,089.89
Equitable Sharing Fund	16,024.92
TOTAL	14,344,528.53



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MINUTES

CITY CLERK'S REPORT FOR THE MONTH OF FEBRUARY, 2026

<u>ELECTRIC</u>	8,519.13
<u>WATER</u>	6,090.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	58,736.70
<u>LANDFILL</u>	11,962.37
<u>CEMETERY</u>	8,550.00
<u>PARK</u>	1,932.50
<u>PARK FOUNDATION</u>	6,000.00
<u>RECREATIONAL DEVELOPMENT</u>	39,380.00
<u>STORMWATER MAINTENANCE FUND</u>	690.00
<u>TRUST & AGENCY</u>	525.00
<u>HEALTH INSURANCE FUND</u>	1,019.76
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,180.28
<u>RECREATIONAL SALES TAX FUND</u>	14,896.50
<u>REPORT TOTAL</u>	<u>159,482.24</u>

Water & Light Deposit Accounts
FEBURARY, 2026

Beginning Balance February 1, 2026:	\$301,304.83
TOTAL DEPOSITS	\$12,516.01
TOTAL REFUNDS	\$20,509.22
Ending Balance February 28, 2026:	\$293,311.62

Balance Consists of:

Checking Account for FSCB	\$ 83,311.62
Investments	\$ 210,000.00
	<u>\$ 293,311.62</u>

Motion to Approve the hourly rates for)
Year 2026, under an existing contract)
Agreement with Townsend Tree Service)
Company, LLC, of Muncie, Indiana,)
Relative to the Electrical Transmission)
And Distribution Line Tree Trimming and)
Vegetation Control Program)

CITY OF JACKSON



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MINUTES

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve the hourly service rates for the year 2026, under an existing contract agreement with Townsend Tree Service Company, LLC, of Muncie, Indiana, relative to the Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order)
Authorization No. 26-07, to Allen &)
Hoshall, of Memphis, Tennessee,)
Relative to providing engineering)
Services under the Electric Line)
Extension Project along Wanda Lee Way)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to approve Task Order Authorization No. 26-07, in the amount of \$6,500.00, to Allen & Hoshall, of Memphis Tennessee, relative to providing engineering services under the Electric Line Extension Project along Wanda Lee Way. Ayes-8; Nays-0; Absent-0.

Resolution No. 2026-02 a Resolution to)
Demonstrate the City of Jackson,)
Missouri's commitment to public safety)
And reduction of violent crime to attain)
The designation of a Missouri Blue)
Shield Community)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to demonstrate the City of Jackson, Missouri's commitment to public safety and reduction of violent crime to attain the designation of a Missouri Blue Shield Community. Ayes-8; Nays-0; Absent-0.

RESOLUTION NO. 2026-02

RESOLUTION

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON DEMONSTRATING THE CITY'S COMMITMENT TO PUBLIC SAFETY AND THE REDUCTION OF VIOLENT CRIME TO ATTAIN THE DESIGNATION OF A MISSOURI BLUE SHIELD COMMUNITY.

WHEREAS, for decades, the City of Jackson has recognized, acknowledged, and endorsed the value and effectiveness of law enforcement and its tremendous impact on public safety; and,

WHEREAS, over the years, the City of Jackson has demonstrated its commitment to law enforcement through investments in recruitment and retention of highly trained officers, advanced training and accreditation, facilities, technology, and equipment; and,

WHEREAS, investments in law enforcement are beneficial to reduce violent crime and other offenses within our city; and,

WHEREAS, the Jackson Police Department is recognized for its innovative program and data-driven approach, and values its participation in multi-jurisdiction anti-crime task forces and robust collaboration with partner agencies at the federal, state, and local levels; and,

WHEREAS, the Jackson Police Department's commitment to excellence and best practices is recognized and reflected through its ongoing accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA); and,



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WHEREAS, the City of Jackson applauds Governor Mike Kehoe's Safer Missouri anti-crime initiative and his launch of the Missouri Blue Shield designation initiative; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Jackson reaffirms its ongoing commitment to reducing violent crime and support for the men and women of the Jackson Police Department. We enthusiastically seek, and intend to apply for, designation as a Blue Shield Community.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 16th day of March, 2026, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 26-23 Re: To Authorize)
A Contract with Abbottsford Land)
Management, LP, of Cape Girardeau,)
Missouri, relative to the purchase of Lot)
No. 2 of Abbottsford Land Management)
LP #1 Subdivision, for the Elevated)
Water Tank Project at 4010 Ridge Road)

The matter of authorizing the Mayor to sign a depository agreement with Bank of Missouri, came on for consideration. Alderman Reiminger introduced Bill No. 26-23, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ABBOTTSFORD LAND MANAGEMENT, LP, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE PURCHASE OF LOT NO. 2 OF ABBOTTSFORD LAND MANAGEMENT LP #1 SUBDIVISION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 26-23 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 26-23 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 26-23 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Stroder-aye; Alderman Unger-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young- aye; and Alderwoman Williams- aye.

BILL NO. 26-23

ORDINANCE NO. 26-23

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ABBOTTSFORD LAND MANAGEMENT, LP, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE PURCHASE OF LOT NO. 2



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OF ABBOTTSFORD LAND MANAGEMENT LP #1 SUBDIVISION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Abbottsford Land Management LP, of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 16, 2026.

SECOND READING: March 16, 2026.

PASSED AND APPROVED this 16th day of March, 2026, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



CITY OF JACKSON
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MINUTES

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Resolution No. 2026-03 a Resolution to)
Accept an application for the voluntary)
Annexation with zoning of 1.39 acres of)
Property located at 2757 Bainbridge)
Road, and setting a public hearing for)
Monday, April 20, 2026, at 6:00 p.m., as)
Submitted by Craig A. Wilson and)
Kimberlie M. Wilson as Trustees of The)
Wilson Joint Revocable Trust)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept an application for the voluntary annexation with zoning of 1.39 acres of property located at 2757 Bainbridge Road, and setting a public hearing for Monday, April 20, 2026, at 6:00 p.m., as submitted by Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust. Ayes-8; Nays-0; Absent-0.

RESOLUTION NO. 2026-03

RESOLUTION

A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION WITH ZONING UNDER THE PROVISIONS OF SECTION 58-12

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received a petition for voluntary annexation with zoning filed under the provisions of the City of Jackson, Missouri, Municipal Code Section 58-12; and,

WHEREAS, the voluntary annexation with zoning is for an area sought to be annexed by the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation and zoning of said parcel of real estate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That there has been presented on the 26th day of February, 2026, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition for annexation with zoning, signed by the owners of all fee interests of record, to-wit: Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust, in the tracts of real property located within the area



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MINUTES

described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference as Exhibit A.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.

Section 4. That, in accordance with the provisions of Section 58-12, a public hearing shall be held concerning this matter on the 20th day of April, 2026, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 16th day of March, 2026, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 26-24 Re: To Approve a)
Text Amendment to Chapter 65 (Zoning))
Of the Code of Ordinances, relative to)
The transfer of Special Use Permits, as)
Submitted by City of Jackson, Missouri)

The matter of approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to the transfer of Special Use Permits, as submitted by the City of Jackson, Missouri, came on for consideration. Alderwoman Liley introduced Bill No. 26-24, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO SPECIAL USE REGULATIONS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Monday, March 16, 2026 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

On a motion made by Alderwoman Liley, seconded by Alderman Unger, Bill No. 26-24 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 26-24 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 26-24 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderwoman Williams-aye.

BILL NO. 26-24

ORDINANCE NO. 26-24

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO SPECIAL USE REGULATIONS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 65, Article I, Section 65-24, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-24. Special use regulations.

Subject to the provisions of this section, the Board of Aldermen of the City of Jackson may, after a public hearing before the board of aldermen, and after study and report by the city planning and zoning commission, authorize the special uses enumerated in this section in any district as herein qualified from which such uses are otherwise prohibited based on whether such buildings or use will:

- (1) Substantially increase traffic hazards or congestion.
- (2) Adversely affect the character of the neighborhood.
- (3) Substantially increase fire hazards.
- (4) Adversely affect the general welfare of the community.
- (5) Overtax public utilities.
- (6) Be in conflict with the city's comprehensive plan.

If the board's findings should be negative to the above, then the application may be granted; if affirmative as to any subject, then such permit shall be denied. In the granting of a special use permit, the board of aldermen may impose, and the planning and zoning commission may recommend, in writing, appropriate conditions and safeguards as may be deemed necessary to ensure compliance with the requirements of this zoning ordinance and to protect adjacent property and conserve property values.

Special use permits shall be classified by the board of aldermen at the time of granting as either (i) primarily authorizing physical alterations to a building, structure, or grounds or (ii) primarily authorizing a specific type of use or activity



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on the property. Permits classified under (i) shall run with the land, shall remain valid and binding on all subsequent owners of the property without the need for a new permit, and shall not expire or require renewal so long as the physical alterations remain in full compliance with the terms and conditions of the permit and this chapter. Permits classified under (ii) shall be personal to the applicant and shall not automatically transfer upon change of ownership; however, if the new owner intends to continue the same approved special use under the same conditions, the permit shall remain valid and shall transfer to the new owner without the need for a new application. Any proposed change, expansion, or alteration of the special use shall require a new special use permit application, and the board of aldermen shall review the application to determine whether to grant a new permit under the standards of this section.

Applications for special use permits, other than applications caused by a change in ownership, shall be made and processed in the same manner as provided for zoning amendments in section 65-29.

The following special uses are authorized, providing they comply with all the regulations set forth in this chapter for the district in which such use is located.

- a. Any uses for which special use permits are required by other sections of this chapter.
- b. Proprietary uses associated with churches and similar places of worship.
- c. Certain home occupations under special conditions in an R-1, R-2, R-3, or R-4 district.
- d. Fraternal organizations and private clubs in an R-1 and R-2 district.
- e. Cemeteries and mausoleums in any residential or commercial district.
- f. Bed and breakfast dwellings in an R-2 or R-3 district.
- g. Petroleum product storage in an I-1 district, excluding gasoline storage tanks at retail gasoline stations.
- h. Certain heavy industrial uses in an I-2 or I-3 district.
- i. Mobile homes/manufactured homes/mobile office.
 1. *Mobile home—Emergency use.* A single mobile home may be located on any lot or tract in any commercial or industrial district for emergency residential purposes and temporary residential use by applicant upon issuance of a special use permit for a period not to exceed twelve (12) months. The holder of a special use permit hereunder may submit an application for no more than one (1) extension hereunder. The original special use permit and extension thereof shall in no event exceed a twenty-four (24) month period.
 2. *Mobile office/mobile office unit.* A single mobile office unit may be located on any lot or tract in any commercial or industrial district for use as an office unit only and not for residential uses, upon the grant of a special use permit, subject to the following conditions:
 - i. The term shall not exceed two (2) years on the initial permit. Subsequent permits may be obtained for periods not to exceed twelve (12) months.



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- ii. The lot or tract upon which the mobile office is to be located shall contain no less than ten thousand (10,000) square feet.
- iii. The mobile office so utilized shall not be converted to real property under Missouri Statutes unless same is in full and complete compliance with all city codes including, but not limited to, zoning and building codes.
- iv. Any other condition that the board of aldermen, in its sole discretion, believes necessary to provide sufficient compatibility with the spirit and intent of the code.
- j. Commercial, recreational, or amusement development for temporary or seasonal periods only.
- k. Commercial radio or television tower or broadcasting station, provided the following special conditions are met:
 1. If the proposed tower is located within one (1) mile of an existing tower(s), evidence must be submitted demonstrating why the existing tower(s) is not suitable or available for co-use.
 2. The tower is designed to accommodate the co-use of at least two (2) other providers and made available to other providers for co-use for reasonable terms. A notarized statement shall be provided as to the ability of the tower for co-use.
 3. The design of the tower and accessory structures shall maximize the use of building materials, colors, textures, screening, and landscaping that effectively blend the facilities within the surrounding natural setting and environment.
 4. The tower shall be set back from the right-of-way line of any public street up to a distance equal to the height of the tower.
 5. Towers or antennas located on structures shall not extend more than thirty (30) feet above the highest point of the structure.
 6. The tower and antennas shall meet all federal regulations, including but not limited to, Federal Communications Commission (FCC) emission standards and Federal Aviation Administration (FAA) lighting requirements.
 7. Any tower that is no longer in use for a telecommunications purpose shall be removed at the owner's expense. The owner of the tower shall provide the city with a copy of the notice to the FCC of intent to cease operations. All obsolete and abandoned towers and accessory facilities shall be removed within six (6) months of cessation of use. In the case of multiple operators sharing use of a single tower, this provision shall not become effective until all users cease operations. The applicant shall submit an executed agreement to ensure compliance with this requirement. If the owner fails to remove an obsolete tower, the city may cause the tower to be removed and issue a special assessment tax bill for the cost of said removal, which shall be a lien against the real property affected.
- l. Buildings in excess of the height and story requirements set forth in section 65-19.



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- m. Parking lots on land in residential districts, within three hundred (300) feet from the boundary of any commercial or industrial district, provided the following standards are met:
1. Ingress and egress to such lot shall be from a street directly serving the commercial, business, or industrial district.
 2. No business involving the repair or service of vehicles, or sale, or display thereof shall be conducted from or upon such parking areas.
 3. No structures shall be erected on the parking area except as provided for under item m.7 hereof.
 4. No sign shall be erected on the parking area except as approved by the board of aldermen.
 5. Parking areas shall be used for the parking of patrons using private passenger vehicles only and no charge shall be made for parking within such premises.
 6. The parking shall be set back in conformity with the established or required yards for residential uses; and, where a parking area adjoins a dwelling use, it shall have a minimum side yard of ten (10) feet.
 7. The parking area shall be suitably screened or fenced, paved and drained, lighted and maintained free of debris.
- n. Airports, heliports, private air strips and helipads.”

****** Note to Codifier: Please replace the old Section 65-24 with this amended Section 65-24.**

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: March 16, 2026.

SECOND READING: March 16, 2026.



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MINUTES

PASSED AND APPROVED this 16th day of March, 2026, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

City Administrator Matthew Winters to)
Make Available a Copy of the Missouri)
Public Utility Alliance (MPUA) Board of)
Directors, Missouri Joint Municipal)
Electric Utility Commission, Missouri Gas)
Commission, and MPUA Resource)
Services Corporation Meeting, dated)
December 11, 2025)

Now comes forth City Administrator Matthew Winters to make available a copy, to the Mayor and Board of Aldermen, of the Missouri Public Utility Alliance (MPUA) Board of Directors, Missouri Joint Municipal Electric Utility Commission, Missouri Gas Commission, and MPUA Resource Services Corporation Meeting, dated December 11, 2025, upon their request.

Motion to Adjourn the Meeting)

Meeting concluded at 6:13 P.M., on a motion made by Alderman Fraley, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk



CITY OF JACKSON COMMITTEE APPOINTMENTS



2026

Dwain L. Hahs, Mayor

Power, Light & Water Committee

David Reiminger - Chairman, President of the Board of Aldermen
 Mike Seabaugh
 Steve Stroder
 Shana Williams

Street, Sewer & Cemetery Committee

Katy Liley - Chairwoman
 Eric Fraley
 Mark Unger
 Wanda Young

Planning & Zoning Commission

(Meets 6:00 P.M., 2nd Wednesday)

4 Year Terms

1. Harry Dryer	2029
2. Heather Harrison	2029
3. Russ Wiley	2028
4. Angelia Thomas	2028
5. Anthony Koeller	2027
6. Michelle Weber	2027
7. Tina Weber	2026
8. Bill Fadler	2026
9. Travis Niswonger	2026
Eric Fraley	Alderman Assigned
Steve Stroder	Alderman Assigned
Mike Seabaugh	Alderman Assigned
Larry Miller	Building & Planning Manager

Community Outreach Board

(Meets 6:00 P.M., 2nd Monday)

3 Year Terms

1. Cindy Lichtenegger	2028
2. David Hitt	2028
3. Crystal Roark	2028
4.	2028
5.	2028
6. Andrea Talley	2027
7. Linda Puchbauer	2027
8. Daniel Buckenmyer	2027
9.	2027
10.	2027
11. Marco Otten	2026
12. Ted Clark	2026
13. Ron Cook	2026
14. Sandy Penzel	2026
15. Laura Dumey-Brune	2026
Wanda Young	Alderswoman Assigned
Shana Williams	Alderswoman Assigned
Jason Mouser	Fire Chief
James Humphreys	Police Chief
Jason Lipe	Parks & Rec Director

Park Board

(Meets 6:00 P.M., 2nd Monday)

3 Year Terms

1. Darin Pettit	2028
2. Robert Lichtenegger	2028
3. Riley Talbut	2028
4. Cathy Reiminger	2027
5. Cherie Harris	2027
6. David Seabaugh	2027
7. Michelle Flath	2026
8. Luke Dry	2026
9. Mandi Gard	2026
Katy Liley	Alderswoman Assigned
Mark Unger	Alderman Assigned
Jason Lipe	Parks & Rec Director
Chris Eastridge	Civic Center Manager

Zoning Board of Adjustment

(Meets 5:30 P.M., 4th Thursday, when requested)

5 Year Terms

1. Wade Bartels	2030
2. Kenneth White	2029
3. Brent Wills	2028
4. Jason Liley	2027
5. Kevin Schaper	2026
	Alternate, 2029
	Alternate, 2028
	Alternate, 2027
Lynette Moore	
Larry Miller	Building & Planning Manager

Historic Preservation Commission

(Meets 6:30 P.M., 2nd Thursday)

3 Year Terms

1. Sara Appel	2028
2. Steve Ford	2028
3. Kyle Mabuce	2027
4. Marybeth Niederkorn	2027
5. T. Wayne Lewis	2026
David Reiminger	Liaison Member
Larry Miller	Building & Planning Manager

Economic Development Board

(Meets every other month)

3 year terms

1. John Thompson, City Citizen at Large	2028
2. Tim Goodman, County Citizen at Large	2028
3. Mayor Hahs	2027
4. Matt Winters, City Administrator	2027
5. Dave McMullin, County Citizen at Large	2027
6. Kaci Hubbard, UJRO Representative	2027
7. Steve Stroder, Board of Aldermen Representative	2026
8. Mike Seabaugh, Board of Aldermen Representative	2026
9. Janna Clifton, Jackson Chamber of Commerce Representativ	2026
10. Keenan Kinder, JR2 Admin	2026



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette, Director of Electric Utilities
Date: Monday, April 2, 2026
Re: Macon Worthington Engine Parts and Field Service

Mayor and Board of Aldermen,

Please see the included proposal for the Parts Harvesting project at Macon, Missouri. Staff recommends acceptance of the proposal as well as approval of the contract in the next agenda item. Upon Board approval and execution of this document, we will provide Cypress Engine Accessories from Cypress, TX, a notice to proceed in the parts harvesting.

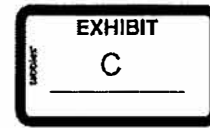
If you have additional questions or comments, please let me know.

Best regards,

Don Schuette
Director of Electric Utilities



Cypress Engine Accessories
P.O. Box 3004
Cypress, TX 77410
281-256-9100



Estimate

DATE	ESTIMATE NO.
11/6/2025	EST-8417

BILL TO
GENERIC PROPOSAL - TAXABLE

SHIP TO
City of Jackson Missouri 420 Florence Street Jackson, MO 63755

ITEM	DESCRIPTION	QTY	SALE PRICE	AMOUNT
Note.	Mike Biri 573-576-3975 mbiri@jacksonmo.org ***** Remove all power cylinder components from Worthington SWCGO-16 Engine, preserve and crate for shipment Estimated labor 4 men 6 days per week (plus travel) -For 3 weeks on-site *Actual time to be invoiced	1	\$0.00	\$0.00
LABOR ENGINE - ST	Engine Specialist Field Service Rate STRAIGHT Labor Hours	540	\$124.50	\$67,230.00
LABOR ENGINE - OT	Engine Specialist Field Service Rate OVERTIME Labor Hours	235	\$186.75	\$43,886.25
FIELD SERVICE-MILEAGE	Field Service Vehicle Mileage Rate	4000	\$2.75	\$11,000.00
FIELD SERVICE-TRAVEL	Field Service Travel & Living Expenses	1	\$26,035.00	\$26,035.00
MISC	Material to build crates and preserve parts	1	\$5,956.29	\$5,956.29
			SUBTOTAL <i>(Subject to Sales Tax)</i>	\$154,107.54

Thank you for the opportunity to offer you this quotation. We value your feedback and look forward to your response!

Due to market volatility & tariffs, quoted pricing is subject to change without notice.

All quotes are valid for thirty (30) days from the date of the quotation, subject to the terms referenced above. If acceptance is received after this period has lapsed, the job may be required to be requoted. Unless specifically stated otherwise, all quotations are based on costs of labor and materials at the date of the quotation and are subject to price variation. The total amount on this estimate does not include applicable sales taxes or shipping charges, which will be added at the time of invoicing.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CYPRESS ENGINE ACCESSORIES, OF CYPRESS, TEXAS*, RELATIVE TO THE *MACON ENGINE PARTS HARVESTING SERVICES PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Cypress Engine Accessories, of Cypress, Texas**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

AGREEMENT

This Agreement for Parts Harvesting Services (the "Agreement") is entered into as of , 2026 (the "Effective Date"), by and between the City of Jackson, Missouri, a municipal corporation ("City"), and Cypress Engine Accessories ("Cypress").

RECITALS

WHEREAS, City has purchased a Worthington SWCGO-16 engine (the "Engine") from Macon Municipal Utilities ("MMU");

WHEREAS, the Engine is currently located on property owned by MMU;

WHEREAS, City desires to engage Cypress to perform certain parts harvesting services on the Engine as described in the Scope of Work attached hereto and made a part hereof as Exhibit A;

WHEREAS, MMU requires Cypress to execute an Indemnification and Hold Harmless Agreement in the form attached hereto and made a part hereof as Exhibit B;

WHEREAS, Cypress has provided an estimate for the services dated November 6, 2025, attached here and made a part hereof to as Exhibit C; and

WHEREAS, the parties wish to set forth the terms and conditions under which Cypress will provide the services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SCOPE OF WORK

Cypress shall perform the services described in the Scope of Work attached as Exhibit A (the "Services"). The Services shall be performed in a professional and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, regulations, and safety requirements. Cypress shall provide all necessary personnel, supervision, expertise, tools, and equipment to complete the Services.

As a condition precedent to commencing the Services, Cypress shall execute the Indemnification and Hold Harmless Agreement with MMU in the form attached as Exhibit B.

2. COMPENSATION

City shall pay Cypress a total fixed price of \$154,107.54, plus any applicable sales taxes (the "Contract Price"), for the satisfactory completion of the Services. The Contract Price is based on the estimate attached as Exhibit C and includes all labor, materials, travel, mileage, and other expenses as detailed therein.

Payment of the full Contract Price shall be made in a single lump sum upon completion of the Services, verification of compatibility as described in Exhibit A, and delivery of all crated components to the designated trucking provider arranged by City.

Invoices shall be submitted to Jackson at: City of Jackson, 101 Court Street, Jackson, MO 63755, Attention: Accounts Receivable. Payment shall be made within thirty (30) days of receipt of a proper invoice and Jackson's acceptance of the Services.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until the Services are completed, unless earlier terminated as provided herein.

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within ten (10) days of notice thereof.

In the event of incompatibility identified during the verification process as described in Exhibit A, City may terminate this Agreement without further obligation, except for payment for Services performed up to the date of termination. In such event, payment shall be made on a time and material basis using the same labor rates quoted in Exhibit C incurred and documented up to the point of termination.

4. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Cypress agrees to indemnify, defend, and hold harmless City, its officers, agents, employees, and representatives from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs, arising out of or related to the Services, including any injury to persons (including death) or damage to property, but only to the extent caused by the negligence or wrongdoing of Cypress, its subcontractors, suppliers, agents, or employees.

This indemnification obligation shall survive the termination or expiration of this Agreement.

5. INSURANCE REQUIREMENTS

Prior to commencing the Services, Cypress shall procure and maintain, at its own expense, the following insurance coverages:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 minimum.

- Workers' Compensation Insurance in accordance with statutory limits required by applicable federal or state law, and Employers' Liability Insurance with a minimum limit of \$1,000,000 per accident.

All policies shall name City and MMU as additional insureds, with each entity listed separately on the Certificate of Insurance (COI). Coverage for additional insureds shall include both ongoing and completed operations.

Umbrella or Excess Liability coverage may be used to satisfy the minimum limits, provided the annual aggregate is not less than the highest each occurrence limit for the underlying policies, and such coverage follows form.

All policies shall be primary and non-contributory with respect to any other insurance available to City. Cypress shall provide City and MMU with certificates of insurance evidencing the required coverages prior to starting the Services.

Cypress shall provide at least sixty (60) days' advance written notice to City of any cancellation or material change in coverage.

If Cypress maintains broader coverage or higher limits than the minimums specified, City shall be entitled to such broader coverage or higher limits.

These insurance requirements shall not constitute a waiver of any defenses available under law, including sovereign immunity.

6. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles.

Any dispute arising out of or related to this Agreement shall be resolved exclusively in the Circuit Court of Cape Girardeau County, Missouri.

7. MISCELLANEOUS

- **Independent Contractor:** Cypress is an independent contractor, and nothing herein creates an employment, partnership, or agency relationship.
- **Assignment:** This Agreement may not be assigned without the prior written consent of the City.
- **Entire Agreement:** This Agreement, including Exhibits A, B, and C, constitutes the entire understanding between the parties and supersedes all prior agreements.
- **Amendments:** Any amendments must be in writing and signed by both parties.
- **Severability:** If any provision is held invalid, the remainder shall continue in full force.
- **Notices:** All notices shall be in writing and delivered to the addresses specified herein.

- **Compliance:** Cypress shall comply with all applicable laws, including those related to safety and environmental protection.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

Angela Birk, City Clerk

CYPRESS ENGINE ACCESSORIES

By: 
Name: Mike Kruczyk
Title: CEO
Date: 3/4/20



MEMO

TO: Mayor Hahs and Members of the Board

FROM: Larry Miller, Building & Planning Manager

DATE: April 2, 2026

SUBJECT: Authorization to Execute and Record Easement Encroachment Acknowledgment Documents

Background

The City’s current zoning regulations allow certain improvements, such as fences and concrete slabs, to be installed within utility and drainage easements. When these improvements are proposed, the staff provides the property owner with written notice explaining that the City or utility providers may remove the fence or concrete if access to the easement is required, and that replacement of the improvement is the property owner’s responsibility.

This notice is provided only to the current owner and is not recorded. As a result, future purchasers may be unaware of the encroachment and the associated responsibilities.

Proposal

Staff recommends establishing a standardized Easement Encroachment Acknowledgment document that:

- Confirms the property owner’s request to place a fence or concrete slab within an easement.
- States that the City or utility provider may remove the improvement at any time to access the easement.
- Clarifies that the property owner is responsible for the replacement of the improvement.
- Is signed by the Building & Planning Manager on behalf of the City.

- Is recorded with the Cape Girardeau County Recorder of Deeds so that the document becomes part of the property record and is disclosed to future owners.

Approval of this item may be granted by a simple majority (5 of 8 votes).

BILL NO. 26-___

ORDINANCE NO. 26-___

AN ORDINANCE AUTHORIZING THE BUILDING AND PLANNING MANAGER OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE EASEMENT ENCROACHMENT AGREEMENTS ON BEHALF OF THE CITY RELATIVE TO THE PLACEMENT OF IMPROVEMENTS WITHIN CITY OWNED PUBLIC EASEMENTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE THE BUILDING AND PLANNING MANAGER TO SUBMIT SAID DOCUMENTS FOR RECORDING WITH THE CAPE GIRARDEAU COUNTY RECORDER OF DEEDS.

WHEREAS, the City owns and maintains public easements; and

WHEREAS, there are occasions where a property owner desires to construct or install private improvements on City owned public easements; and

WHEREAS, there are certain limited situations where the City is willing to allow encroachment of private improvements on City owned public easements subject to terms and conditions the City deems appropriate and to be set forth in an Encroachment Agreement with the property owner; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to establish a standardized Easement Encroachment Agreement to ensure consistent administration of such encroachments and to provide long-term notice to future property owners by recording the document with the Cape Girardeau County Recorder of Deeds; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to grant the Building and Planning Manager authority to execute Encroachment Agreements on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The form of Encroachment Agreement attached hereto and made a part hereof as Exhibit A is hereby approved for use by the Building and Planning Manager of the City of

Jackson, Missouri in connection with requests by property owners to place private improvements that encroach upon the City's public easements.

Section 2. That the Building and Planning Manager of the City of Jackson, Missouri, is hereby authorized to execute Encroachment Agreements on behalf of the City for qualifying private improvements that encroach within City owned public easements in a form substantially similar to the attached Encroachment Agreement. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the Building and Planning Manager be granted such authority.

Section 3. That the Building and Planning Manager is hereby authorized and directed to submit the executed Easement Encroachment Agreement for recording with the Cape Girardeau County Recorder of Deeds so that the acknowledgments become part of the permanent property record.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

FIRST READING: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

ENCROACHMENT AGREEMENT

This Encroachment Agreement (the "Agreement") is made and entered into this ____ day of _____, 202__, by and between the CITY OF JACKSON, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri ("City"), and _____, whose mailing address is _____, Jackson, Missouri 63755 ("Owner").

RECITALS

WHEREAS, Owner is the fee simple owner of certain real property located at _____, Jackson, Missouri, more particularly described as _____ in the City of Jackson, County of Cape Girardeau, Missouri, (the "Property"); and

WHEREAS, the City owns and maintains a public easement adjacent to or upon the Property (the "Easement"); and

WHEREAS, the City and private utility companies ("Utilities") often have infrastructure including, but not limited to, electric, water, sewer, and fiber optic cables, located in, on, or under the public easement; and

WHEREAS, Owner desires to construct and install _____ (the "Improvement") that will encroach upon the City's Easement; and

WHEREAS, the City is willing to permit such encroachment subject to the terms and conditions set forth herein, including the City's authority to require removal of the Improvement without obligation to repair or replace, in order to protect public safety and infrastructure pursuant to Missouri law; and

WHEREAS, this Agreement is intended to establish clear and unambiguous provisions regarding liability, removal, insurance, and indemnification to ensure enforceability under Missouri law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF PERMISSION

Subject to the terms and conditions of this Agreement, the City hereby grants Owner a revocable, non-exclusive license to construct, install, maintain, and use the Improvement within the Easement, solely for the purpose of _____ serving the Property. The exact location and specifications of the Improvement shall be as described in plans and diagrams approved by the City attached hereto and made a part hereof as Exhibit A. Owner shall obtain all necessary permits from the City prior to commencing construction and shall comply with all applicable laws, ordinances, and regulations.

2. REMOVAL OF IMPROVEMENT

a. Owner agrees that the Improvement is installed at Owner's sole risk and expense. If the City determines, in its sole discretion, that it is necessary to access the Easement for the repair, replacement, maintenance, or addition of infrastructure (including, but not limited to, electric, water, sewer, roads, fiber optic cables, or other public improvements), the Owner will, upon written notice remove the Improvement or any portion thereof at City's sole cost and expense. If the Improvement (or any portion thereof) is not removed by Owner within fourteen (14) days of receipt of notice of removal, the City will remove the Improvement and Owner agrees that the cost of removal shall constitute a lien against the Property. The Owner further agrees that the City may record a Notice of such lien with the Cape Girardeau County Recorder of Deeds and may pursue any other remedies available at law or equity to collect such costs.

b. The City or Utilities shall not have any obligation to repair, replace, or restore the Improvement that is damaged or removed in connection with work. Any such repair, replacement, or restoration of the Improvement shall be at Owner's sole cost and expense.

3. INDEMNIFICATION AND HOLD HARMLESS

Owner hereby agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and any Utilities from and against any and all claims, demands, actions, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way related to the construction, installation, maintenance, use, or removal of the Improvement, or Owner's use of the Easement, except to the extent caused by the gross negligence or willful misconduct of the City. This indemnification shall survive the termination of this Agreement.

Owner expressly waives any claim against the City or Utilities for damage to the Improvement resulting from lawful activities in the Easement and agrees that such waiver is clear, unambiguous, and enforceable.

4. NO PROPERTY INTEREST CREATED

This Agreement grants only a revocable license and does not convey any property interest, easement, or other right in the Easement to Owner.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute shall be in the Circuit Court of Cape Girardeau County, Missouri.

6. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Owner agrees that this Agreement shall run with the land and be recorded against the Property in the land records of Cape Girardeau County, Missouri.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. It may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Signatures to follow]

CITY:

CITY OF JACKSON, MISSOURI

By: _____
_____, Building & Planning Manager

OWNER:

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of _____, 2026, before me, _____,
a Notary Public in and for said state personally appeared, _____, Building & Planning
Manager for the City of Jackson, know to me to be the person who executed the within instrument in
behalf of said political subdivision and acknowledged to me that he executed the same for the
purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day
and year first above written.

Notary Public
Printed Name: _____

(SEAL)

My commission expires: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this ____ day of _____, 2026, before me, a Notary Public in and for said state,
personally appeared _____, known to me to be the person who executed
the foregoing instrument and acknowledged that they executed the same for the purposes therein
stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day
and year first above written.

Notary Public
Printed Name: _____

(SEAL)

My commission expires: _____

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: April 2, 2026

RE: Deerwood Roundabout – Change Order No. 3

Attached is Change Order No. 3 for the Deerwood Roundabout project for a \$18,913.20 increase in construction cost. This change order is the result of bad subgrade that had to be excavated and replaced with rock in the east half of the roundabout construction. It is possible there will also be a subgrade issue on the western half, but that has not yet been determined. If so, that will be addressed in a future change order.

CHANGE ORDER No. 3

CONTRACTOR: Fronabarger Concreters, Inc.
 PROJECT NAME: US 61 and Deerwood Lane Roundabout

LPA: City of Jackson
 PROJECT NO.: STP-3005(0031)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:

This change order adds a grading pay item, separation fabric, geogrid, and rock fill to remove and replace unsuitable subgrade from near station 809+24 to near station 810+51.

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
5007	2039907	Excavation for Undergrading	0.00	212.00	212.00	CY	\$21.50	\$4,558.00	
5008	6240104A	Separation Geotextile Fabric	0.00	418.00	418.00	SY	\$4.25	\$1,776.50	
5009	6249905	GeoGrid	0.00	318.00	318.00	SY	\$4.65	\$1,478.70	
5010	2149910	Rock Fill, 6 IN. Minus	0.00	300.00	300.00	TON	\$37.00	\$11,100.00	
TOTALS:								\$18,913.20	\$0.00



3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:
 N/A

4 COMMENTS:

5 COST ADJUSTMENTS TO THE CONTRACT:

1. CONTRACT AMOUNT	\$1,006,496.87
2. OVERRUN THIS ORDER	\$18,913.20
3. OVERRUN PREVIOUS	\$43,594.90
4. UNDERRUN THIS ORDER	\$0.00
5. UNDERRUN PREVIOUS	\$5,455.00
6. PROJECT TOTAL	\$1,063,549.97

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

APPROVED: (OWNER)	DATE		
		APPROVED: (CONTRACTOR)	DATE
			3/9/26
APPROVED : MODOT	DATE	APPROVED: (CONSTRUCTION ENGINEER)	DATE

CHANGE ORDER No. 3

CONTRACTOR: Fronabarger Concreters, Inc.
 PROJECT NAME: US 61 and Deerwood Lane Roundabout

LPA: City of Jackson
 PROJECT NO.: STP-3005(0031)

Line No. 5007**Excavation for Undergrading**

This change adds 212 CY of Excavation for Undergrading. This is an estimated quantity. While performing linear grading, the contractor discovered an area of unsuitable subgrade that was pumping and unstable from near station 809+24 to near station 810+51, from centerline to near 22.5' LT. The contractor is directed to remove 18" to 24" of the unsuitable material below the aggregate base elevation and fill with acceptable material within the stations and limits as defined above. See contingent line numbers 5008, 5009, and 5010 for more information. Settlement of Costs: Agreed Price of \$21.50/CY.

Line No. 5008**Separation Geotextile Fabric**

This change adds 418 SY of Separation Geotextile. This is an estimated quantity. While performing linear grading, the contractor discovered an area of unsuitable subgrade that was pumping and unstable from near station 809+24 to near station 810+51, from centerline to near 22.5' LT. The contractor is directed to remove 18" to 24" of the unsuitable material below the aggregate base elevation, install 318 SY of Separation Geotextile Fabric, and fill with acceptable material. Also, plan sheet 26 calls out Type 2 Rock Ditch Liner to treat the outlet ends of new storm drains and one drop inlet. The contractor is directed to install an estimated 100 SY of Separation Geotextile Fabric under the Type 2 Rock Ditch Liner at the new storm drain outlets and drop inlet. See contingent line numbers 5007, 5009, and 5010 for more information. Settlement of Costs: Agreed Price of \$4.25/SY.

Line No. 5009**Geogrid**

This change adds 318 SY of Geogrid. This is an estimated quantity. While performing linear grading, the contractor discovered an area of unsuitable subgrade that was pumping and unstable from near station 809+24 to near station 810+51, from centerline to near 22.5' LT. The contractor was directed to remove 18" to 24" of the unsuitable material below the aggregate base elevation, install 318 SY of Geogrid, and fill with acceptable material. Prior to installing fill material the contractor is directed to install Geogrid over the Separation Geotextile Fabric to provide stability to the undergraded section as described above. See contingent line numbers 5007, 5008, and 5010 for more information. Settlement of Costs: Agreed Price of \$4.65/SY.

Line No. 5010**Rock Fill, Modified**

This change adds 300 Tons of Rock Fill, 6 IN. Minus. This is an estimated quantity. While performing linear grading, the contractor discovered an area of unsuitable subgrade that was pumping and unstable from near station 809+24 to near station 810+51, from centerline to near 22.5' LT. To keep traffic impacts to a minimum it was determined the best course of action was to excavate and remove the unsuitable material from the project and backfill this area with Rock Fill, 6 IN. Minus, up to the bottom elevation of the Type 5 Aggregate Base. See contingent line numbers 5007, 5008, and 5009 for more information. Settlement of Costs: Agreed Price of \$37.00/Ton.

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: April 2, 2026

RE: 2026 Biosolids Disposal Program Bids

Attached is the bid tabulation for the 2026 Biosolids Disposal Program for bids opened on March 10th. The apparent low bidder is Metro-Ag Waste Injections Systems with a bid of 7.7 cents per gallon. Metro-Ag holds the current contract and has done an excellent job for us. That contract expires in April. I recommend accepting their bid for the upcoming project, which will have the availability of a one-year renewal at the end of the first year with an opportunity for the contractor to adjust their bid. The following agenda item is consideration of the contract with Metro-Ag, which staff also recommends.

SECTION III - BID FORM

1. Bid Recipient

Sealed bids will be received by the Office of the City Clerk until

10:00 A.M. Local Time on Tuesday, March 10, 2026

at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

This Bid shall be submitted to:

The Office of the City Clerk
Attn: BIOSOLIDS DISPOSAL PROGRAM
City Hall -- 101 Court Street
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- 1. Bidder has examined and carefully studied the Bid Documents, and any data and reference items identified in the Bid Documents, and hereby acknowledges the receipt of the following Addenda:

Addendum No.	Addendum, Date
1	February 26, 2026
_____	_____
_____	_____
_____	_____

- 2. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.
6. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
9. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

4. **Bidder's Certification**

Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from Bid; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bid process;
- ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bid process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bid process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>BASE BID ITEM</u>	
Furnish all labor, equipment, material, tools, and other incidental items for the proper land application, injection, or disposal of wastewater biosolids from the City of Jackson Water Pollution Control Facility per the contract specifications.	
<u> \$0.077 </u> (figures)	CENTS PER GALLON
<u> seven point seven </u> (words)	CENTS PER GALLON

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

6. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within the number of calendar days indicated in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages.

7. Bid Security

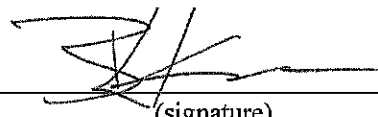
A Bid Security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount is required to be submitted with the bid. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

8. Attachments to this Bid

The following documents shall be submitted with, and made a condition of, this Bid:

- A. A Bid Security: a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.
- B. List of Proposed Major Subcontractors, if applicable.

9. Bid Submittal

By: 
 (signature)
Brian L. Kramer
 (print)
CEO
 (title)

Attest: 
 (signature)
Sara Witt
 (print)
Administrative Assistant
 (title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Date of Bid Submittal: March 10, 2026

Address for giving notices:
8575 Main St.
St. Rose, IL 62230

Phone: (618) 526-2341 Email: metroag@metroag.com

Contact: Carrie Kramer Bidder's License No.: See Attached

10. List of Major Subcontractors

The names of major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents.

Any substitution of named Subcontractors shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for Bid rejection.

	Area of Work	Name of Subcontractor (state "None" if Bidder will complete work)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

We do not anticipate the use of any Subcontractors.

Bid Bond

Any reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Metro-Ag Waste Injection Systems, Inc 8575 Main Street Saint Rose, IL 62230

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square Hartford CT 06183

OWNER (Name and Address):
City of Jackson

101 Court Street, Jackson, Missouri 63755

BID

Description: 2026 Biosolids Disposal Program

BOND

Bond Number: na

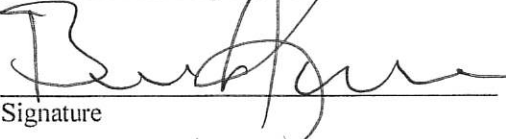
Date: 3/10/2026

Penal Sum: \$ Five Percent Amount Bid 5% Amount Bid
(words) (figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.


BIDDER

Metro-Ag Waste Injection Systems, Inc
Bidder's Name and Corporate Seal

By: 
Signature

Brian Kramer
Print Name


CEO
Title

Attest: 
Signature

Administrative Asst.
Title

SURETY

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

James D. Morgason
Print Name

Attorney-in-Fact
Title

Attest: 
Signature

Customer Service Rep
Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
12. Modifications to this Bond:
 - a. SRF/Title 31 U.S.C Sec. 9304-9308 required statement: IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois

} ss:

County of Macon

On 10th day of March, 2026 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D Morgason

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L. Ater
(Notary Public)



BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND METRO-AG WASTE INJECTION SYSTEMS, INC., OF SAINT ROSE, ILLINOIS, RELATIVE TO THE 2026 BIOSOLIDS DISPOSAL PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Metro-Ag Waste Injection Systems, Inc. of Saint Rose, Illinois**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

SECTION II - CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this

6th day of April, 2026

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and Metro Ag Waste Injection Systems, Inc. of Breese, IL

hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as

2026 Biosolids Disposal Project

to be constructed for the City located at Lee Avenue, Jackson, Missouri

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated _____, a copy of which is incorporated herein.

NOW,

THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$ \$0.077 per gallon
(figures)

 Seven and seven tenths of a cent per gallon
(words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Metro-Ag, Inc.
Contractor Name

Brian L. Kramer
Signature

Brian L. Kramer
Printed Name

CEO
Title

ATTEST:

Carrie M. Kramer
Signature

Carrie M. Kramer
Printed Name

Office Manager
Title

Address:
8575 Main St.
St. Rose, IL. 62230

MEMO



To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: April 2, 2026
Re: Annexation Agreement – 2757 Bainbridge Road

Occasionally, annexations involve a two-step process. First, the Board introduces a Resolution of Annexation with Zoning. This resolution also establishes the date and time for the required public hearing, which has been scheduled for Monday, April 20.

Second, the Board considers approval of an Annexation Agreement, which outlines the terms and conditions under which both the City and the property owners consent to the annexation.

As you are aware, Craig and Kimberlie Wilson have applied on behalf of The Wilson Joint Revocable Trust for the voluntary annexation and zoning of approximately 1.39 acres located at 2757 Bainbridge Road. The applicants intend to construct a new single-family residence on the property and connect it to public utilities. The proposed zoning designation is R-2 (Single-Family Residential) District.

Based on this request, staff have prepared an Annexation Agreement, which has been reviewed and signed by the property owners. The agreement provides for the annexation of the property, subject to specified terms and conditions.

Therefore, staff recommends that the Mayor and Board of Aldermen approve the attached Annexation Agreement at the Regular Meeting on Monday, April 6.

Please feel free to contact me if you have any questions.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRAIG A. WILSON AND KIMBERLIE M. WILSON AS TRUSTEES OF THE WILSON JOINT REVOCABLE TRUST, OF JACKSON, MISSOURI, RELATIVE TO THE VOLUNTARY ANNEXATION AND ZONING OF 1.39 ACRES AT 2757 BAINBRIDGE ROAD; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented an agreement attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Revocable Trust, of Jackson, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of ___ ayes, ___ nays, ___ abstention and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

THE WILSON JOINT REVOCABLE TRUST ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) between Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust, ("Property Owner"), and the City of Jackson, Missouri, ("City"), entered this _____ day of April, 2026.

WHEREAS, the Property Owner is requesting the voluntary annexation with zoning of property situated at 2757 Bainbridge Road (the “Property”); and,

WHEREAS, the Property Owner intends to use the Property as single-family residential; and,

WHEREAS, the City realizes that the annexation of said property is reasonable and necessary to the proper development of the City; the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and the annexation of the property is both prudent and beneficial to the citizens of Jackson, Missouri; and

WHEREAS, the parties desire to memorialize their Agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property Owner has filed an application and petition for the voluntary annexation with zoning into the City of Jackson, Missouri, of a parcel of land consisting more or less of 1.39 acres as described in Exhibit A which is attached hereto and made a part hereof. The Property Owner is requesting that the property be zoned R-2, Single-Family Residential. The Property Owner acknowledges that its application and petition may be denied by the Board of Aldermen and if denied, the City agrees that the Property Owner may withdraw its application for voluntary annexation with zoning subject to the condition stated in paragraph 2.d.
2. The City will allow the Property Owner to make service connections to City public utilities for water and electric provided that:
 - a. Property Owner has paid for all necessary permits and fees for such connections;
 - b. All connections have been installed, tested, inspected and approved in accordance with the City code; and
 - c. Property Owner shall donate to the City easements for extensions to public utilities that are outside of City’s existing public rights-of-way.
 - d. In the event that the Property Owner’s application for voluntary annexation with zoning is denied by the Board of Aldermen or withdrawn by the Property Owner, then the Property Owner will disconnect at the City’s municipal boundary line from all City public utilities within thirty (30) days of either event.

3. Property Owner acknowledges that City sanitary sewer service is unavailable to Property. Property Owner shall, at its sole cost and expense, install a private septic system to handle all sanitary wastewater disposal needs. Such septic system shall be designed, installed and maintained in full compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those promulgated by the Missouri Department of Natural Resources, and any relevant City codes or standards. The Property Owner shall obtain all necessary permits and approvals prior to installation. The Property Owner further agrees to indemnify and hold harmless the City from any claims, damages, or liabilities arising from the installation, operation, or maintenance of the private septic system.

4. If prior to completing the voluntary annexation with zoning of the property described herein Property Owner contracts to sell some or all of the property described on the attached Exhibit A, Property Owner shall notify the prospective purchaser(s) of this Annexation Agreement by providing a copy of this Agreement to the prospective purchaser(s) before the closing date for the sale of said property.

5. This Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

6. The Property Owner shall comply with all applicable federal, state and local laws, regulations and ordinances.

7. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.

8. This Agreement shall be governed by and construed under the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

9. No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

[Signatures to follow]

PROPERTY OWNER

THE WILSON JOINT REVOCABLE TRUST

By: Craig A. Wilson, Trustee
Craig A. Wilson, Trustee

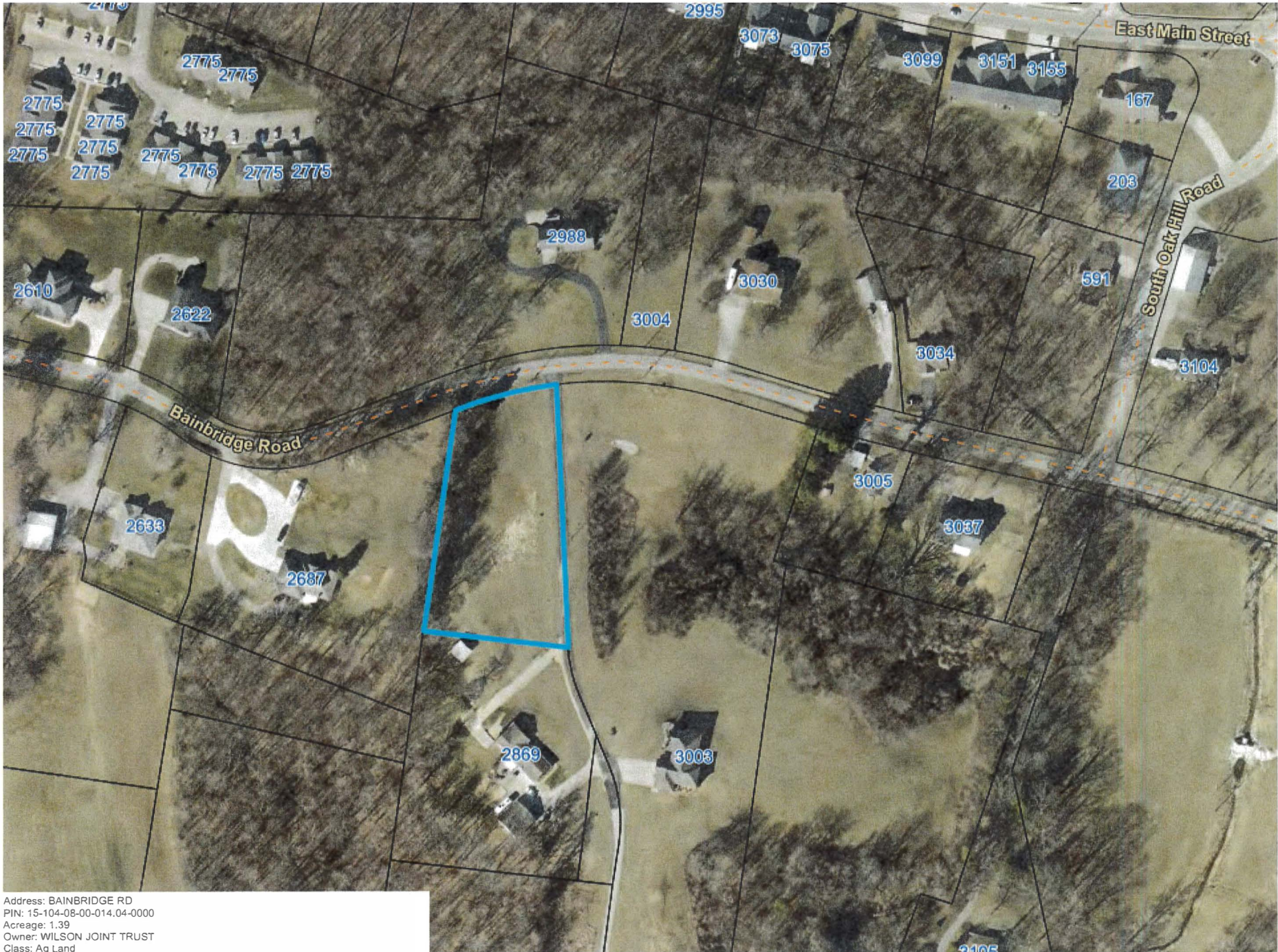
By: Kimberlie M. Wilson, Trustee
Kimberlie M. Wilson, Trustee

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk/Treasurer



Address: BAINBRIDGE RD
PIN: 15-104-08-00-014.04-0000
Acreage: 1.39
Owner: WILSON JOINT TRUST
Class: Ag Land